



Order Filed on September 11, 2019
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY
COURT
DISTRICT OF NEW JERSEY

Caption in compliance with D.N.J. LBR 9004-2(c)

Mester & Schwartz, P.C.
Jason Brett Schwartz, Esquire
Bar No. 4217
1333 Race Street
Philadelphia, PA 19107
(267) 909-9036

In Re:

CYNTHIA P. HORTA,

Debtor

Case No.: 18-23600-CMG

Judge: Christine M. Gravelle

**CONSENT ORDER MODIFYING STAY AS TO MOTOR VEHICLE
2014 FORD TRUCK ESCAPE-4 CYL. UTILITY 4D TITANIUM ECOBO**

The relief set forth on the following pages, number two (2) through four (4) is hereby
ORDERED.

DATED: September 11, 2019

A handwritten signature in black ink, reading "Christine M. Gravelle".

Honorable Christine M. Gravelle
United States Bankruptcy Judge

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Debtor: Cynthia P. Horta

Case No.: 18-23600-CMG

Caption of Order: Consent Order Modifying Stay as To Personal Property

1. The 11 U.S.C. § 362(a) Stay as to Capital One Auto Finance, a division of Capital One, N.A., its successors and/or assigns ("Movant"), with respect to the personal property of the Debtor described as a 2014 FORD TRUCK Escape-4 Cyl. Utility 4D Titanium EcoBo, V.I.N. 1FMCU9J91EUB11476, in accordance with the agreement of the Debtor and Movant, is hereby modified and shall remain in effect PROVIDED THAT Debtor complies with the following terms and conditions:

(a) To cure the remaining post-petition arrearage currently ripe, due and owing to Movant, Debtor agrees to:

(i) To cure the remaining post-petition arrearage currently ripe, due and owing to Movant, Debtor will make payments to Movant as follow:

DATE PAYMENT DUE	ADEQUATE ASSURANCE PAYMENT	ARREARS	TOTAL
Immediately	\$0.00	\$458.53	\$458.53
09/01/19	\$458.53	\$382.11	\$840.64
10/01/19	\$458.53	\$382.11	\$840.64
11/01/19	\$458.53	\$382.11	\$840.64
12/01/19	\$458.53	\$382.11	\$840.64
01/01/20	\$458.53	\$382.11	\$840.64
02/01/20	\$458.53	\$382.10	\$840.63
Total	\$2,751.18	\$2,751.18	\$5,502.36

; and

(b) Debtor will resume making all future regular monthly installment payments of \$458.53 (subject to changes for taxes, insurance costs and late fees, if any) beginning on March 1, 2020;

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Debtor: Cynthia P. Horta

Case No.: 18-23600-CMG

Caption of Order: Consent Order Modifying Stay as To Personal Property

Debtor will timely make each payment in accordance with the terms and conditions of the loan document between Debtor and Movant.

2. Debtor will remain current on all payments ripe, due and owing under the terms of the Chapter 13 Plan. Debtor will pay Movant as an administrative expense through the Chapter 13 Plan the sum of \$306.00 for attorney's fees and costs.
3. The term "payment" as set forth in Paragraph 1, *supra*, does not include a check that is returned due to insufficient funds, account closed or is otherwise not capable of negotiation for any other reason.
4. Debtor will be in default under the Consent Order in the event that Debtor fails to comply with the payment terms and conditions set forth in Paragraph 1, *supra*. If Debtor fails to cure the default within thirty (30) days from the date of default, Movant may apply on five days' notice to Debtor and counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Movant to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a sale of the motor vehicle without regard to any future conversion of this matter to a different form of bankruptcy.
5. In the event Debtor converts to a bankruptcy under any Chapter other than Chapter 13 of the Bankruptcy Code, then Debtor shall pay all pre-petition arrears and post-petition arrears due and owing within fifteen (15) days from the date the case is converted from Chapter 13 to any other Chapter. If Debtor fails to make payments in accordance with this paragraph, then Movant, through

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Debtor: Cynthia P. Horta

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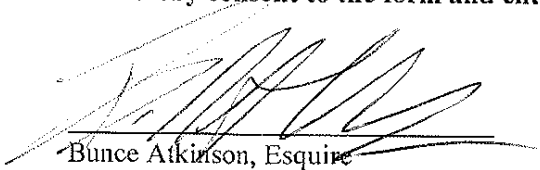
counsel, may file a Certification of Default setting forth said failure and Movant shall be granted immediate relief from the automatic stay provisions of Section 362 of the Bankruptcy Code (11 U.S.C. § 362) and the Movant is then permitted to exercise any rights under the loan documents with respect to the motor vehicle including, but not limited to, initiating and completing a sale of the motor vehicle.


6. Debtor may default and cure the default under the Consent Order one (1) time. If Debtor defaults a second (2nd) time, Movant may serve a notice of default in accordance with Paragraph 4, *supra*, but Debtor will not be granted an opportunity to cure the default.

7. The failure of Movant to issue a notice of default will not be construed or act as a waiver of any of the rights of Movant under the Consent Order.

8. Debtor waives the fourteen (14) day stay provided under Rule 4001(a)(3), F.R.B.P.

We hereby consent to the form and entry of the foregoing Order.


Bunce Atkinson, Esquire
Atkinson & DeBartolo
2 Bridge Ave., PO Box 8415
Bldg. 2 3rd Floor
Red Bank, NJ 07701
Attorney for Debtor


Jason Brett Schwartz, Esquire
Mester & Schwartz, P.C.
1333 Race St.
Philadelphia, PA 19107
Attorney for Capital One Auto
Finance, a division of Capital One,
N.A.

Certificate of Notice Page 5 of 5
United States Bankruptcy Court
District of New Jersey

In re:
Cynthia P Horta
Debtor

Case No. 18-23600-CMG
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin
Form ID: pdf903

Page 1 of 1
Total Noticed: 1

Date Rcvd: Sep 11, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 13, 2019.

db +Cynthia P Horta, 34 Bryce Canyon Road, Howell, NJ 07731-9050

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 13, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 11, 2019 at the address(es) listed below:

Albert Russo on behalf of Trustee Albert Russo docs@russotrustee.com
Albert Russo docs@russotrustee.com
Bunce Atkinson on behalf of Plaintiff Cynthia P Horta bunceatkinson@aol.com
Bunce Atkinson on behalf of Debtor Cynthia P Horta bunceatkinson@aol.com
Denise E. Carlon on behalf of Creditor VW Credit Leasing, Ltd dcarlon@kmlawgroup.com,
bkggroup@kmlawgroup.com
Jason Brett Schwartz on behalf of Creditor Capital One Auto Finance
jschwartz@mesterschwartz.com
Rebecca Ann Solarz on behalf of Creditor VW Credit Leasing, Ltd rsolarz@kmlawgroup.com
U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov
William M.E. Powers on behalf of Creditor Bank of America, N.A. ecf@powerskirn.com
William M.E. Powers, III on behalf of Creditor Bank of America, N.A. ecf@powerskirn.com
TOTAL: 10